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# \* \* \* AOG – AIRCRAFT ON THE GROUND \* \* \* URGENT / PRIORITY REQUIREMENT

**CLIN 0001-** Purchase of Challenger 601 Landing Gear Equipment. Outright purchase of one ship-set In Accordance With (IAW) the Statement of Work (SOW) 3.0.

Pricing shall include credit for exchange of FAA landing Gear Equipment removed from Challenger 601-5190, N87, as shown in Appendix 2 if supplier elects to accept removed equipment IAW SOW 5.0.

Messier-Dowty Part Number	Bombardier Part Number	Description	Qty	Unit Price
7300-15 or -17	601-85002-9 or -13	Nose Landing Gear	1	
104471003	600-85002-37	NLG Actuator	1	
7200-5	600-85002-45	NLG Drag Brace	1	
6100-23	601-85082-7	Main Landing Gear (LH)	1	
6100-24	601-85082-8	Main Landing Gear (RH)	1	
6500-1 or -3	600-85001-85	MLG Side Stay Actuator	2	

**CLIN 0002-** Rental of Challenger 601 Landing Gear Equipment. One ship-set of rental equipment to be used for an interim period, if required, IAW SOW 6.0.

Messier-Dowty Part Number	Bombardier Part Number	Description	Qty	Unit Price
7300-15 or -17	601-85002-9 or -13	Nose Landing Gear	1	
104471003	600-85002-37	NLG Actuator	1	
7200-5	600-85002-45	NLG Drag Brace	1	
6100-23	601-85082-7	Main Landing Gear (LH)	1	
6100-24	601-85082-8	Main Landing Gear (RH)	1	
6500-1 or -3	600-85001-85	MLG Side Stay Actuator	2	

SHIPPING: SPECIFY DESTINATION OR ORIGIN	
ESTIMATED FED-EX COST FOR SHIPPING IF ANY:	\$
DELIVERY DATE WILL BE:	· ·

101AL \$	TOTAL	\$
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# Federal Aviation Administration Challenger 601 Landing Gear Purchase Statement of Work



**December 14, 2011** 

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1.0	INTRODUCTION1
2.0	SCOPE1
3.1	CONTRACTOR RESPONSIBILITIES
4.0	FAA INSPECTION AND ACCEPTANCE OF LANDING GEAR EQUIPMENT2
5.0	LANDING GEAR EQUIPMENT REMOVED FROM FAA CHALLENGER 601-5190, N872
6.0	LANDING GEAR EQUIPMENT REMOVED FROM FAA CHALLENGER 601-5190, N872

### APPENDICES

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APPENDIX	2	_	Landing Gear Equipment Removed FAA Challenger 601-5190, N874
APPENDIX	3	_	Messier-Dowty Concession Reports

#### INTRODUCTION 1.0

The Federal Aviation Administration (FAA) owns and operates Challenger 601-5190, N87, which is used as a Flight Inspection Aircraft (FIA). FIA perform critical missions that validate, certify, and ensure the integrity of instrument approaches and airway procedures used in the National Airspace System (NAS), military facilities, and international facilities.

FAA Challenger 601-5190, N87, incurred a Hard/Overweight landing event and is grounded until inspections and repairs have been completed. In accordance with (IAW) the Challenger aircraft and landing gear manuals the event data must be analyzed by the aircraft original equipment manufacturer (OEM), Bombardier Canadair, and the landing gear OEM, Messier-Dowty, to determine necessary repairs and assembly/component replacement for the aircraft to return to service in airworthy condition. submitted concession reports to Messier-Dowty, the landing gear equipment OEM, for analysis and decision. Messier-Dowty responded to the concession requests and has given a decision of "SCRAP" with the exception of two (2) Side Stay Actuators which have a decision to inspect IAW the concession report to determine if the actuators may be returned to service.

The FAA has an urgent requirement to purchase one ship-set of replacement landing gear equipment for Challenger 601-5190, N87, to return the aircraft to service and airworthy condition. The aircraft is scheduled to perform critical flight inspection missions beginning February 2012.

This Statement of Work (SOW) describes the requirements for the purchase of landing gear equipment for FAA Challenger 601-5190, N87, with an option to obtain rental equipment for an interim period if required.

#### 2.0 SCOPE

The Contractor shall provide, as an outright purchase, one ship-set of landing gear equipment as listed in Appendix 1. Each assembly provided must be serviceable and in a condition of either "New" or "Restored" with zero (0) time in service since time of manufacture or since time of restoration. Restored equipment must be IAW the OEM 120month restoration requirement and restoration must have been completed after January 1, 2011.

The required delivery date of landing gear equipment is no later than January 13, 2012.

The FAA may request the Contractor to provide one ship-set of rental landing gear equipment as an option should their proposed delivery schedule of purchased landing gear equipment not meet the FAA mission requirement date.

#### CONTRACTOR RESPONSIBILITIES 3.0

## LANDING GEAR EQUIPMENT CONDITION AND DOCUMENTATION Landing gear equipment offered for purchase must meet the following requirements;

- Landing gear equipment offered for purchase as "New" must; 1 .
  - a. have zero (0) hours and zero (0) cycles in service since time of manufacture and the internal components must have (0) hours and zero (0) cycles in service since time of manufacture,
  - b. have documentation that provides full trace of the assemblies to the equipment OEM that includes, if applicable, a copy of original shipping invoice from the Production Approval Holder (PAH) to the supplier that provides evidence that the origin of the part is from a FAA PAH or that the original acquisition was from a FAA approved source,

- c. have documentation that identifies assembly internal components that are required to be tracked for traceability IAW the OEM manuals. Documents must identify part number and serial number.
- Landing gear components offered for purchase as "Restored" must;
  - a. have been restored by an FAA approved repair station IAW the OEM manual requirements,
  - b. have been restored after January 1, 2011 and have zero (0) time and zero (0) cycles in service since time of restoration,
  - c. have documentation that identifies all assemblies and assembly components meet the OEM 120-month restoration requirement,
  - d. have documentation that identifies assembly internal components that are required to be tracked for traceability IAW the OEM manuals. Documents must identify part number, serial number, and times/cycles/landings since new.
- All landing gear components purchased must;
  - a. be properly identified as an approved aeronautical part in accordance with CFR 21 and CFR 45,
  - b. have a shipping invoice from the Contractor to the FAA identifying part numbers and serial numbers.

#### 3.2 LANDING GEAR EQUIPMENT WARRANTY

The contractor shall provide a written statement of warranty for the landing gear components purchased by the FAA. The warranty statement must identify what is covered under warranty and the warranty duration.

- 4.0 FAA INSPECTION AND ACCEPTANCE OF PURCHASED LANDING GEAR EQUIPMENT
  The FAA will conduct a receiving inspection of all purchased landing gear equipment
  IAW FAA TI 4100.24, General Maintenance Manual. Any landing gear equipment,
  assemblies, or components received in damaged condition or without proper
  certification documentation will be recorded, and identified to the Contractor for
  resolution. Should the landing gear equipment, assemblies, or components require
  return shipment to the Contractor it will be at the Contractor's expense.
- 5.0 LANDING GEAR EQUIPMENT REMOVED FROM CHALLENGER 601-5190, N87

  FAA landing gear equipment removed from Challenger 601-5197, N87, due to the Hard/Overweight landing is listed in Appendix 2. Removed equipment that have a Messier-Dowty concession decision of "SCRAP" may have value as non-flying articles and two (2) Side Stay Actuators that have a Messier-Dowty concession decision of "inspect visually, dimensionally, and NDT Side Stay components" may have value for possible return to service. The removed equipment will be available to the Contractor as "exchange" for purchased equipment. Should the Contractor accept the removed equipment as "exchange" they shall assume all responsibility and liability of the removed equipment IAW with the decisions identified in the Messier-Dowty concession reports shown in Appendix 3.

## 6.0 LANDING GEAR RENTAL OPTION

Rental landing gear equipment may be required for an interim period should the Contractor's proposed delivery schedule of purchased equipment not meet the FAA mission requirement date. The rental period shall begin at the date of delivery to the FAA and end at the date of return delivery to the Contractor. The rental equipment, if required, will be used until the aircraft is down for scheduled maintenance that would include removal and replacement of the rental equipment. The use of rental equipment, if required, would be planned for January 13, 2012 through May 31, 2012. FAA estimated utilization of rental equipment is 20 hours / 10 landings per week.

Rental landing gear equipment provided must;

- have properly executed FAA certifications and documentation that demonstrates the rental equipment is serviceable and in airworthy condition,
- b. have documentation that provides equipment hours, cycles, and landings since new,
- c. have sufficient hours, cycles, landings, and calendar time remaining before mandatory maintenance requiring removal from aircraft that allows FAA Challenger 601-5190, N87, to fly during the planned rental period.
- 2. Rental landing gear equipment installed on FAA Challenger 601-5190, N87, will be serviced IAW FAA program and OEM manuals while in use.
- 3. Rental landing gear equipment removed from FAA Challenger 601-5190, N87, will be returned with documentation that identifies time and cycles utilized and annotation of any abnormalities of operation.

APPENDIX 1

Landing Gear Equipment Required For Outright Purchase

Messier-Dowty Part Number	Bombardier Part Number	Description	Qty
7300-15 or -17	601-85002-9 or -13	Nose Landing Gear	11
104471003	600-85002-37	NLG Actuator	1
7200-5	600-85002-45	NLG Drag Brace	_ 1
6100-23	601-85082-7	Main Landing Gear (LH)	1
6100-24	601-85082-8	Main Landing Gear (RH)	_ 1
6500-1 or -3	600-85001-85	MLG Side Stay Actuator	2

APPENDIX 2

Landing Gear Equipment Data Removed From FAA Challenger 601-5190, N87

Messier Dowty Part Number	Bombardier Part Number	Part Serial Number	Description	TSN	CSN	TSO	cso
6500-1	600-85001-85	DCL193/91.93	MLG Side Stay Actuator	7024.1	3678	2036.6	937
6500-3	600-85001-85	DCL377/95	MLG Side Stay Actuator	7670.8	3539	2036.6	937
104471003	600-85002-37	DCL327/95	NLG Actuator	7676.4	3540	2042.2	938
7300-15	601-85002-9	DCL362/95	Nose Landing Gear	7676.4	3540	2042.2	938
7200-5	600-85002-45	DCL367/95	NLG Drag Brace	7670.4	3538	2036.2	936
6100-23	601-85082-7	DCL262/95	Main Landing Gear (LH)	7670.8	3539	2036.6	937
6100-24	601-85082-8	DCL258/95	Main Landing Gear (RH)	7670.4	3538	2036.2	936

# APPENDIX 3

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Tel. No.	405-954-97				Fux No.		
P.O. Number	DTFAAC	[-P-0750]	7		Job / Order No.		
A/C Type	MSN		Oper	ntor	A/C ~ TSN (Hate Since New)		A/C ~ CSN (Cycles Siner New)
CL-601	5190	FAA			7681.9		3541
CMM				Rev.	Page No.		Figure
Part No	6500-1				Assy. No.		
ssue:					Issue:		
Serial No.	DCL193/9	1.93			Ser. No.		
Description	Actuator M	iLG Sidest	ay		Assy CSN		
Part ~	TSN		Part ~	C.S.N	Purt ~ T.S.O		Part ~ C.S.O
702			36		2036		937
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Tel. No.	405-954-975			Fax No.	
P.O. Number	DTI AAC-	I-P-07507		Job / Order No.	
A/C Type	MSN	Op	erator	A/C ~ TSN (Time Since New)	A/C ~ CSN ((yeles Since Hee)
CL-601	5190	FAA		7681.9	3541
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Part No	6500-3			Assy. No.	
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Serial No.	DCL377/95			Ser. No.	
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Cl601	5190	FAA			7681.9			3541	
СММ				Rev.	Page No.			Figure	
Part No	6100-24				Assy, No.				
Issue:					Issue:				
Serial No.	DCL258/95	5			Ser. No.				
Description	Gear Assy,	Main Land	ting RH		Assy~CSN L				
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Was on airciall	CL-601-5190, N	N87, that inc	anred a J	Aard Landing po					
Was on aircraft  Name: Chris	CL-601-5190, N	N87, that inc	aured a l	Aard Landing po	Signature:				
Was on aircraft  Name: Chris	CL-601-5190, N				Signature: Date: 29/09/11		******		,
Was on aircraft  Name: Chris	CL-601-5190, N				Signature: Date: 29/09/11 Driginal Equipment B	Manufacture	******		
Was on aircraft  Name: Chris	Gausman line Manager ERSELY AFFE I ADVERSELY ADVERSELY NGEABILITY	To Be Con CTED? 'AFFECTE AFFECTE! AFFECTE!	mpleted D?		Signature: Date: 29/09/11	Manufacture	******		
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# APPENDIX 3

Messler-Droop Inc. 574 Monarch Avenue, Ajax Ontario L1S 2G8, Canado			Fax:	-1 905 683 6936			
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From FAA					Crist. Ref No.		
Tel. No. 405-954-9755		55			Fax No.		
P.O. Number	DTFAAC-11-P-07507				Job / Order No.	_	
A/C Type	MSN Operator			rator	AVC ~ TS (Time Since )		A/C ~ CSN (Cycles Sine Now)
CI601	5190 FAA				7681,9		3541
СММ			Rev.	Rev. Page No.		Figure	
Part No	No 6100-23			<del>- :</del>	Assy. No.		
euri ivo Issue:	0100-23				Assy. No.  Issue:  Ser. No.		
Serial No.	DCL262/95	5					
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# $\frac{\texttt{APPENDIX} \ 3}{5 \ \texttt{OF} \ 7}$

74 Monarch Avenne, Ajax Tel: Ontario L1S 2G8, Canada Fox:				+1 905 683 6936		
Mes	sier-Dowty C	Concession Nu	mber	CL11/18	14 A 0	o be marked on the part)
From	FΛΛ			Cust. Ref No.		
Tel. No.	405-954-9755			Lax No.		
P.O. Number	DTFAAC-	1-P-07507		Job / Order No.		
A/C Type	MSN	V Oparator		A/C - TS (thue since &		A/C ~ CS(N (Cycles Since New)
CL-601	5190 FAA			7681.9		3541
СММ			Rev.	Page No.		Figure
Purt No	104471003			Assy. No.		
ไรรแยว				Issue: Ser. No.		
Serial No.	DC1.327/9:					
Description	Actuator A	ssy NLG EXTV	set.	Assy ~ CSN		
Part ~	T.S.N	Par	1 – C.S.N	Part ~ T	S.O	Part ~ C.S.O
767			3540	2042		938
Name: Chris	: Gausman			Signature:		.,,,,,,,,,,,
	s Gausman Iline Manager			Date: 29/09/11		
				Date: 29/09/11		
Title: Front  IS LIFE ADVI IS STRENGTI IS FUNCTION IS INTERCHA	line Manager	To Be Comple CTED? AFFECTED? AFFECTED?		Date: 29/09/11	Manufacturer)	······································
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# $\frac{\texttt{APPENDIX} \ 3}{6 \ \texttt{OF} \ 7}$

Messier-Dowty I 574 Monarch Av Ontario L1S 2G			Fax;	1 905 683 6936	
Mes	sler-Dowty C	Concession Nu	mber	W11/135	(To be marked on the part)
From Tel, No. P.O. Number	FAA 405-954-97 DTFAAC-I			Cust, Ref No. Fax No. Joh / Order No.	
A/C Type	MSN	Oį	nerator	AVC ~ TSN (Time State Sen)	A/C ~ CSN (Cycle Since New)
CL-601	5190	FAA		7681.9	3541
СММ		_	Rev.	Page No.	Figure
Part No Issue: Serial No. Description	7300-15 DCL362/95 Genr Assy,			Assy. No. Issue: Ser. No. Assy - CSN	
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767	G		3540	2042	938
Was on aircraft	Ct601-5190, N	o 187 that insurred	a Hard Landing per	rtached data.	
Name: Chris	Gausman	¥87 that incurred	a Hard Landing per	Signature:	
Name: Chris		987 that incurred		Signature: Date: 29/09/11	,,,,, <del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del>
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# $\frac{\texttt{APPENDIX} \ 3}{7 \ \texttt{OF} \ 7}$

Messier-Dowy Inc. 574 Monurch Avenue, Ajax Ontario L15 2G8, Canada				-1 905 683 3100 -1 905 683 6936	Messier-Dowty
Mes	sier-Dowly	Concession Nu	mber	CC11 \$136	(To be marked on the part)
rom FAA				Cust. Ref No.	
Tel. No.	405-954-9755 DTPAAC-11-P-07597			Fax No.	
P.O. Number				Job / Order No.	
NC Type	MSN	MSN Operator		NC - TSN (Time Nave New)	A/C ~ CSN (Cycles Succ New)
CL-601	5190 FAA			7681.9	3541
СММ		<u>-</u>	Rev.	Page No.	Figure
Part No. 7200-5				Assy. No.	
Issue:	7,5,50			Issue:	
Serial No.	DCL367/9	95		Ser. No.	
Description		e, Nose Landing	Gear	Assy ~ CSN	
Pari ~ 1			~ C.S.N	Part ~ T.S.Q	Part ~ C.S.O
757			3.538	2036	936
Name: Chris	: Gausman			Signature:	
	Gausman line Manager	F		Date: 29/09/11	
			ed By O.E.M. (Or	Date: 29/09/11	
Title: Front  IS LIFE ADVE IS STRENGTH	line Manager ERSELY AFFE ADVERSELY NGEABILITY	To Be Complet ECTED? Y AFFECTED? Y AFFECTED? Y AFFECTED		Date: 29/09/11	
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CONTRACTOR IS TO FURNISH THE FOLLOWING UNDER THE TERMS AND CONDITIONS SPECIFIED ON BOTH SIDES OF THIS ORDER AND IN ACCORDANCE WITH THE ATTACHED "ACQUISITION OF AIRCRAFT APPLICANCES AND COMPONENTS", AC FORM 4450-29 (09/95).

## 3.2.2.5-1 Terms and Conditions-Simplified Purchases (Services and Supplies) (October 2011)

(a) 3.1-1 Clauses and Provisions Incorporated by Reference (October 2011) This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: http://conwrite.faa.gov.

3.1.7-2 Organizational Conflicts of Interest (August 1997)

3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (May 2011)

3.2.5-1 Officials Not to Benefit (April 1996)

3.2.5-3 Gratuities or Gifts (January 1999)

3.2.5-4 Contingent Fees (October 1996)

3.2.5-5 Anti-Kickback Procedures (October 2010)

3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)

3.3.1-1 Payments (April 1996)

3.3.1-15 Assignment of Claims (April 1996)

3.3.1-33 Central Contractor Registration (January 2008)

3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (February 2009)

3.3.2-1 FAA Cost Principles (October 1996)

3.6.1-7 Limitations on Subcontracting (July 2008)

3.6.2-8 Affirmative Action Compliance (April 1996)

3.6.2-9 Equal Opportunity (August 1998)

3.6.2-13 Affirmative Action for Workers With Disabilities (October 2010)

3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)

3.6.2-39 Trafficking in Persons (January 2008)

3.6.3-16 Drug Free Workplace (February 2009)

3.6.4-2 Buy American Act-Supplies (July 2010)

3.6.4-10 Restrictions on Certain Foreign Purchases (January 2010)

3.9.1-1 Contract Disputes (October 2011)

3.9.1-2 Protest After Award (August 1997)

3.9.1-3 Protest (October 2011)

3.10.1-7 Bankruptcy (April 1996)

3.10.1-25 Novation and Change-of-Name Agreements (October 2007)

3.13-4 Contractor Identification Number-Data Universal Numbering (DUNS) Number (April 2006)

3.13-5 Seat Belt Use by Contractor Employees (January 1999)

3.13-13 Contractor Policy to Ban Text Messaging While Driving (February 2011)

(b) The Contractor shall comply with the following additional AMS clauses, incorporated by reference, unless the circumstances do not apply:

3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)

3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)

3.3.1-24 Fast Payment Procedures (October 1996)

3.6.2-2 Convict Labor (April 1996)

3.6.2-3 Walsh-Healey Public Contracts Act Representation (October 2010)

3.6.2-4 Walsh-Healey Public Contracts Act (October 2010)

3.6.2-5 Certification of Nonsegregated Facilities (February 2009)

3.6.2-12 Equal Opportunity for Veterans (February 2011)

3.10.6-7 Excusable Delays (October 1996)

- 3.6.2-14 Employment Reports on Veterans (February 2011)
- 3.6.2-28 Service Contract Act of 1965, as Amended (October 2010)
- 3.6.2-31 Fair Labor Standards Act and Service Contract Act-Price Adjustment (April 1996)
- (c) The Contractor shall comply with the following AMS provisions or clauses that the Contracting Officer has indicated as being incorporated by reference:
- X 3.6.3-13 Recycle Content and Environmentally Preferable Products (April 2009) 3.6.3-20 IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January 2011) 3.6.3-20 Alternate I IEEE 1680 Standard for the Environmental Assessment of Personal Computers (January 2011) 3.10-1-8 Suspension of Work (August 1998) X 3.10.1-9 Stop Work Order (October 1996) 3.10.1-9 Stop Work Order, Alternate I (October 1996) 3.10.1-10 Stop Work Order-Facilities (June 1999) 3.10.1-11 Government Delay of Work (April 1996) X 3.10.1-12 Changes-Fixed Price (April 1996) 3.10.1-12 Changes-Fixed Price, Alt I (April 1996) 3.10.1-12 Changes-Fixed Price, Alt II (April 1996) 3.10.1-12 Changes-Fixed Price, Alt III (April 1996) 3.10.1-12 Changes-Fixed Price, Alt IV (April 1996) 3.10.1-12 Changes-Fixed Price, Alt V (April 1996) 3.10.1-13 Changes-Cost-Reimbursement (April 1996) 3.10.1-13 Changes-Cost-Reimbursement, Alt I (April 1996) 3.10.1-13 Changes-Cost-Reimbursement, Alt II (April 1996) \_3.10.1-13 Changes-Cost-Reimbursement, Alt III (April 1996) 3.10.1-13 Changes-Cost-Reimbursement, Alt IV (April 1996) 3.10.1-13 Changes-Cost-Reimbursement, Alt V (April 1996) 3.10.1-26 Contractor Performance Assessment Reporting System (July 2011) X 3.10.6-1 Termination for Convenience of the Government (Fixed-Price) (October 1996) 3.10.6-2 Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (October 1996) 3.10.6-3 Termination (Cost-Reimbursement) (October 2011) 3.10.6-3, Alt I Termination (Cost-Reimbursement) Alternate I (October 1996) 3.10.6-3, Alt II Termination (Cost-Reimbursement) Alternate II (January 1998) 3.10.6-3, Alt III Termination (Cost-Reimbursement) Alternate III (October 1996) 3.10.6-3/alt4 Termination (Cost-Reimbursement) Alternate IV (October 1996) 3.10.6-3/alt5 Termination (Cost-Reimbursement) Alternate V (October 1996) X 3.10.6-4 Default (Fixed Price Supply and Services) (October 1996) 3.10.6-5 Default (Fixed-Price Research and Development) (October 1996) 3.10.6-6 Default (Fixed Price Construction) (October 1996)
- (d) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

## **BUSINESS DECLARATION**

1	Name of Firm:		Tax Identification No.:
2	Address of Firm:		DUNS No.:
3	a. Telephone Number of Firm:	b. Fax Number of Firm	n:
4	a. Name of Person Making Declaration		
	b. Telephone Number of Person Making Declaration		
	c. Position Held in the Company		
5	Controlling Interest in Company ("X" all appropriate boxes)		
	a. Black American b. Hispanic American	c. Native American	d. Asian American
	e. Other Minority (Specify)	Specify)	
	g. Female h. Male i. 8(a) Certified (Certification	letter attached) [ j. Se	rvice Disabled Veteran Small Business
6	Is the person identified in Number 4 above, responsible for day-to-d limited to financial and management decisions?  [ ] a. Yes [ ] b. No (If "NO," provide the name and tell		
7	Nature of Business (Specify all services/products (NAIC))	<u> </u>	
8		No. of Employees	
9	Type of Ownership: a. Sole Ownership b. Partner	rship	
	c. Other (Explain)		
10	Gross receipts of the firm for the last three years:	a.1. Year Ending:	b.1. Gross Receipts
	a.2. Year b.2. Gross Ending: Receipts	a.3. Year Ending:	b.3. Gross Receipts
11	Is the firm a small business? a. Yes b. No		<del></del>
12	Is the firm a service disabled veteran owned small business?	a. Yes b. No	
13	Is the firm a socially and economically disadvantaged small busine	ss? a. Yes	b. No
	ECLARE THAT THE FOREGOING STATEMENTS CONC		
	E TRUE AND CORRECT TO THE BEST OF MY KNOV VARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION		
14.			
c. T Nan	Typed d. Title		

# U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION MIKE MONRONEY AERONAUTICAL CENTER, OFFICE OF ACQUISITION, AMQ OKLAHOMA CITY, OKLAHOMA 73125

#### ACQUISITION OF AIRCRAFT APPLIANCES & COMPONENTS

## THE FOLLOWING SPECIAL CONDITIONS ARE MADE A PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED.

#### 1. APPLICABILITY:

This clause is used for acquisition of aeronautical replacement parts (excluding electrical and electronic items) under small purchase procedures.

#### 2. DEFINITIONS:

- a. <u>FAA-Approved Aeronautical Part.</u> Aircraft parts, components, and materials manufactured under and FAA-approved Type Certificate (TC), Production Certificate (PC), Parts Manufacturer Approval (PMA) or Technical Standard Order Authorization (TSOA).
- b. <u>Standard Hardware</u>. A part or material manufactured in compliance with, and conforming to, specifications developed by consensus standards organizations or Military/Federal agencies, which include design, manufacturing test and acceptance criteria, and uniform identification requirements. The specification must be published in such a manner that any person may qualify to manufacture the part and be listed in a publication which is readily available to the aviation industry. Examples include, but are not limited to, MS, NAS, AN, SAE, QQC. Standard Hardware does not include proprietary standards.
- Repaired/Overhauled. A used part or component that has undergone maintenance to return it to a serviceable condition.
- d. <u>Rebuilt</u>. A product, part or component which has been disassembled, cleaned, inspected, repaired as necessary, reassembled and tested to the same tolerances and limits as a new item, using either new or used parts that either conform to new part tolerances and limits or to approved oversized or undersized dimensions.

### 1. EVIDENCE/DENTIFICATION OF APPROVED AERONAUTICAL PARTS:

Approved Aeronautical parts should be identified by one of the following methods:

- a. <u>Airworthiness Approval Tag (FAA Form 8130.3</u>). The approval Tag identifies a part or group of parts that have been approved for export by authorized FAA representatives as required under FAR Part 21, Subpart L.
- b. <u>FAA Technical Standards Order (TSO) Marking and Privileges.</u> The TSO authorization is issued under FAR Part 21, Subpart O. A TSO article should be permanently and legibly marked with the name, type, part number, or model designation of the article; the serial number or date of manufacture of the article or both; and the applicable TSO number.
- c. FAA Parts Manufacturer Approval FAA-PMA Symbol. An FAA-PMA (parts manufacturing authority) is Issued under FAR Part 21, Section 21,303. Each PMA part should be marked in accordance with FAR Part 45, Section 45.15; Letters "FAA PMA"; the name, trademark, or symbol of the holder of the PMA; part number, and name and model designation of each certificated product on which the part is eligible for installation. Parts too small in size or otherwise impractical to be marked may as an alternative be marked showing the above information on an attached tag or labeled container. If the marking on the tag is too extensive to be practical, the tag attached to a part or container may refer to a readily available manual or catalog for part eligibility information.

Under a licensing agreement, when the applicant has been given the right to use the Type Certificate (TC) holder's design, which incudes the part number, and a replacement part is produced under that agreement, the part number may be identical to that of the TC holder, provided the PMA holder includes the letters, "FAA PMA", and their identification symbol on the part. In all other cases, the PMA holder's part number must be different from that of the TC holder, and distinguishable from the TC holder's part number in the event the number should become partially obscured. These marking instructions are in addition to the requirements of FAR Part 45, Section 45.15.

d. Shipping Ticket, Invoice, or Other Document. These documents may provide evidence that a part was produced by a manufacturer holding an

FAA-approved production inspection system issued under Subpart F of Part 21, or by a manufacturer holding an FAA production certificate issued under Subpart G of Part 21, if applicable. The production approval number (production certificate/approved production inspection system) included should be referenced on the document.

- e. <u>Certificate of Airworthiness for Export.</u> The JAA (Joint Aviation Authority) Form One is not the sole document. There are numerous documents which are similar in format being used by countries that have Bilateral Airworthiness Agreements (BAA) with the FAA. The JAA Form One is used by members of the JAA within the European community.
- f. <u>Direct Shipping Authority</u>. Domestic and foreign manufacturers (production certificate holders) must authorize their suppliers, in writing, of any direct shipping authority and establish procedures which will ensure that the shipped parts will conform to the type design and are in an already condition. A statement to the supplier from the certificate holder authorizing direct shipment and date of authorization should be included on the shipping ticket, invoice, or other transfer document containing a declaration that the individual part was produced under the terms of a production approval. The shipping document should also identify the production certificate holder's number.
- g. <u>Maintenance Release Document</u>. Maintenance release documents, sometimes known as the "yellow tag," and work orders describing work accomplished on major repairs (in lieu of FAA Form 337) are issued by FAA-certificated repair stations or manufacturer's maintenance facility (MMF). The type of document used (i.e., "yellow tag") by the repair station is of specified in the FARs; however, it must include an appropriate description of maintenance work performed including the recording requirements of FAR 43, Section 43.9, and Appendix B.
- h. <u>Standard Part Document</u>. The manufacturer of a standard part must produce a document stating that it conforms to established industry or U.S. specifications and is traceable to the original manufacturer by lot or batch number. NOTE: Manufacturers of standard parts are not all certificated by the FAA and, therefore, may not be subject to FAR requirements.

#### 4. SOURCES:

The seller shall provide documentation to show the status of the parts with regard to FAA certification, manufacturing authority, or function, by selection of one of the following representative designations:

- a. Type Certificate (TC) holder.
- b. Production Certificate (PC) holder,
- c. Supplemental Type Certificate (STC) holder.
- d. Parts Manufacturing Approval (PMA).
- e. TSO holder.
- Manufactured to recognized industry standard.
- g. Approved production inspection system.
- h. Repair station (domestic or foreign).
- i. U.S.-certificated air carrier.
- Foreign-certificated air carrier.
- k. Foreign manufacturer.
- Manufacturer's authorized distributor.
- m. FAA inspector field approval.
- n. None

## 5. AIRWORTHINESS DIRECTIVES:

Units shall have all applicable airworthiness directives complied with which are in effect prior to approval for return to service.

#### 6. CURE DATE:

- a. Units, whose composition includes natural or synthetic rubber, shall not exceed 18 months age from cure date as of date of quotation.:
- Natural or synthetic rubber components within units shall have been installed in the unit within 18 months from cure date.

## 7. PRESERVATION, PACKAGING, AND PACKING:

Preservation, packaging, and packing shall be in accordance with the following requirements except when specified by Clause 61 or AC Form 4770-14.

a. Plugs and Recentacles. Plugs and receptacles on each unit shall be plugged or capped with oil and moisture resistant material to protect bosses and threads from damage, and to prevent entrance of air or foreign matter. Opening protectors or caps conforming to the requirements of MIL-C-5501 or a commercial equivalent may be used. All fuel and hydraufic components containing internal shelf life seals shall be flushed with appropriate preservative. All openings shall then be plugged or sealed to prevent entrance of dirt and moisture.

### b. Forms and Paperwork

- (1) Packing Lists. Packing Lists shall be placed in a plastic envelope and secured to the outside of the item container. Envelopes conforming to the requirements of A-A-1658 or a commercial equivalent may be used. Each packing list shall reflect the purchase order, and each line item shall be identified as follows:
- (a) National Stock Number (NSN), when shown on the Purchase Order.
  - (b) Nomenclature (noun).
  - (c) Manufacturer's Part Number.
  - (d) Quantity/Unit of Issue.
  - (e) Manufacturer's Name.

#### (2) Other.

Certification documents, tags and work orders shall be placed in a plastic envelope and attached to the respective unit inside the container.

- c. <u>Packaging</u>. Unless otherwise specified, all materials shall be packaged 1 EA in accordance with ASTM-D-3951, "Standard Practices for Commercial Packaging." Common hardware items may be packaged in multiple unit pack quantities.
- d. <u>Static Sensitive Devices</u>. All ilems subject to static discharge shall be individually packaged with static-free materials conforming to MIL-B-81705. SENSITIVE ELECTRONIC DEVICE caution tabels shall be affixed in accordance with MIL-STD-129.

#### B. MARKING:

- a. The outside of each individual unit or unit package shall be marked to reflect the following information:
- (1) National Stock Number (NSN), when shown on the purchase order.
  - (2) Nomendature (Noun).
  - 3) Manufacturer's Part Number.
  - (4) Cure date or Assembly date as applicable; and
  - (5) Punchase Order Number.
- ——b.—Shipping\_containers\_shall be plainly marked with all the information shown in the "Consignee and Destination" block on the purchase order.

 All marking requirements shall be in accordance with MIL-STD-129, unless otherwise specified.

#### 9. INSPECTION AND ACCEPTANCE:

- Inspection and acceptance normally will be at destination; however, the Government reserves the right to make in-plant inspections and acceptance.
- b. Qualty control acceptance inspections shall be performed in accordance with applicable portions of FAA TI4100.24 requirements.

### 10. EXAMINATION OF RECORDS:

The Contractor agrees that any duty authorized Government representative shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, involces, papers, and records involving transactions related to this contract.

The Contractor further agrees to include in any subcontract performed in connection with this contract, an extension of the Government's rights of access and examination as detailed in the above paragraph.

#### 11. PRICEWARRANTY:

The Contractor represents that the prices applicable to this quotation are as low or lower than those charged to any other commercial user or Government Agency for comparable quantities of the same and/or similar items under the same or similar circumstances.

### 12. MANDATORY PROVISIONS:

Quoted price shall be based on any procurement document containing all provisions required by statute and the Federal Acquisition Regulations.

#### 13. AWARD:

- a. Award always shall be made on "NEW" material as defined in 2.c. above, unless otherwise specified.
- b. When solicitations are issued for quotations for either NEW, NEW (SURPLUS) or OTHER, the Government reserves the right to make award on the basis of whichever may be in the best interest of the Government.

#### 14. WARRANTY:

- The Contractor warrants that at the time of delivery:
- (1) All units furnished under a contract resulting from the quotation will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract, and
- (2) The preservation, packaging, packing, and marking of such units will conform with the specifications and all other requirements of this contract; and
- (3) Units will be covered by the most favorable commercial warranties the Contractor gives to any customer for such units.
- In the event units received do not conform to this warranty, the Contractor agrees that the Government shall have the right to:
- Reject and return the units to the Contractor for correction or replacement at the Contractor's expense, without prior notice to the Contractor, or
  - (2) Require an equitable adjustment in the contract price.
- c. QUOTES OFFERING A WARRANTY WHICH IS LESS THAN THAT SPECIFIED ABOVE WILL BE CONSIDERED NONRESPONSIVE.

## 15. COPIES OF FEDERAL SPECIFICATIONS:

All Regulatory references listed herein may be purchased from the Superintendent of Documents, Government-Printing-Office, Washington, D.C., 20402.